

MONTANA CHILDREN'S TRUST FUND

March 30, 2007

**TO: ALL LOCAL, NON-PROFIT AGENCIES THAT PROVIDE PRIMARY
AND SECONDARY PREVENTION SERVICES**

FR: Children's Trust Fund Board

**RE: GUIDELINES AND REQUEST FOR FULL GRANT PROPOSALS
SOUGHT BY THE MONTANA CHILDREN'S TRUST FUND BOARD**

The Montana Children's Trust Fund Board (CTF) announces the availability of an estimated \$200,000 to providers of primary and secondary prevention services for two types of child maltreatment activities: 1) Local Innovation Projects; and 2) Family Resource Centers. **THE APPROVED GRANT AWARDS ARE DEPENDENT UPON FINAL APPROVAL OF STATE AND FEDERAL FUNDING LEVELS.**

The Request for Proposals (RFPs) provides instructions regarding the proper completion of a grant application step-by-step to the CTF. Throughout the document you will find guidance and explanations that may be helpful.

Applications must be postmarked and mailed via certified mail or hand delivered and receipted **no later than 5:00 p.m., Friday, May 04, 2007. Please send original and 7 copies of the proposal. Faxed or e-mailed applications will not be accepted.**

Applicants will be notified in writing by **Friday, June 8, 2007**, of the approval or denial of their proposal.

Please make note that all responses to this Request For Proposal are required to reference #0710031SR when submitting their proposals for consideration.

The program year will occur during state fiscal year 2008, beginning July 1, 2007 and ending June 30, 2008.

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INFORMATION FOR APPLICANTS

1) Goal of the Request for Full Grant Proposals:

The goal of the Request for Full Grant Proposals is to solicit for two types of child maltreatment prevention programs: 1) Local Community-based Innovation Projects and 2) Family Resource Centers. The purpose of the program is, 1) to support community-based efforts to develop, operate, expand, enhance, and, where appropriate, to network initiatives aimed at the prevention of child abuse and/or neglect, and to support networks of coordinated resources and activities to better strengthen and support families to reduce the likelihood of child abuse and/or neglect. An emphasis is also placed on demonstrating a meaningful commitment to parent leadership, including parents of children with disabilities, parents with disabilities, and racial and ethnic minorities; and 2) to foster an understanding, appreciation, and knowledge of diverse populations and/or cultural competent practices in order to be effective in preventing and treating child abuse and neglect.” See: Title II, Child Abuse Prevention and Treatment Act, Sec. 201.

2) Who May Apply?

All local, non-profit agencies that provide primary and secondary prevention services may apply for grants. The most effective way to meet the challenge of preventing child abuse and neglect is for all programs, both public and private, to work together in partnership with families and other disciplines such as social services, health and mental health, child care, respite care programs, early childhood, education, law enforcement, faith and community-based organizations, fatherhood and healthy marriage programs, and other advocacy groups in the community.

3) Definitions:

Programs should use the following definitions to carry out their programs.

- **Family Resource Centers:** provide a variety of community-based and prevention-focused programs and activities to strengthen and support families to prevent child abuse and neglect. Examples are ways for parents to access parenting support and information, including parent education classes, workshops to increase bonding and attachment, workshops to increase parent’s resilience and knowledge of child development, support groups and social connections, positive youth development, outreach, referral, home visits, respite care, and resource lending libraries, etc. Family Resource Centers promote strength-based philosophies and evidence-based programs or evidence-informed practices for working with families. Families can access individual support and information on a drop-in basis, through home visitation or by appointment, as well as through group-based activities. Center staff focuses their efforts on individual, family and community strengths.
- **Local Innovation Projects:** community-based programs and services that are designed to develop and demonstrate innovative strategies for the early

- Identification of, intervention in, and assistance to at-risk children and families in order to prevent child maltreatment and to strengthen families and communities.
- **Target Audience:** families identified as at-risk for child abuse and/or neglect that **do not have an open CPS case**. Emphasis is placed on the participation of parents, racial and ethnic minorities, child and adults with disabilities, and members of other underserved or underrepresented groups. Families may be referred by Child and Family Services Division, if a case is unsubstantiated, or a family may be engaged in working a voluntary protective services agreement wherein they are referred for services provided by the community-based, prevention program. **Families shall not be mandated into CTF Programs. All services provided by these dollars must be voluntary.**
- **Primary Prevention:** activities or services with a universal focus that seek to raise the awareness of the general public, service providers, and decision-makers about the scope and problems associated with child maltreatment. The goal is to stop the occurrence of child abuse and/or neglect before it begins by strengthening families and communities.
- **Secondary Prevention:** activities or services with a high-risk focus offered to populations that may have one or more risk factors associated with child maltreatment, such as poverty, parental substance abuse, young parental age, parental mental health concerns, and parental or child disabilities. The goal is to reach high-risk families with the goal of alleviating conditions associated with child maltreatment.
- **Cash Match:** Grants under this RFP require a hard cash match. The cash match can't be from federal funds. The identity and source of cash match will be evaluated on a case-by-case basis.
- **In-Kind Match:** Program support, other than direct cash contributions, may include volunteer time, donated space, supplies, equipment, etc.
- **Evidence-based and evidence-informed practices** refer to programs with scientifically proven strategies that result in changes within the child, family or community leading to a reduction of the risk factors and ultimately the prevention of child maltreatment. Resources or references can be found at <http://www.childwelfare.gov>. or www.evidencebasedprograms.org.

4) **Background:**

Over the past several decades, Congress has passed significant pieces of legislation that support the state's duty and power to act on behalf of children when parents are unable or unwilling to do so. The Child Abuse Prevention and Treatment Act (CAPTA) is one of the key pieces of legislation that guides child protection. The Act, in its original inception, was signed into law in 1974 and

was reauthorized in 1978, 1984, 1988, 1992, and 1996. With each reauthorization, amendments have been made to CAPTA that have expanded and refined the scope of law. The Act was more recently reauthorized on June 25, 2003, by the Keeping Children and Families Safe Act of 2003, Public Law 108-36. The emphasis is on demonstrating a meaningful commitment to parent leadership, including parents with children with disabilities, parents with disabilities, racial and ethnic minorities, and members of other underserved or underrepresented groups.

The CBCAP program was approved by OMB in May 2006 for a new PART efficiency measure “to increase the percentage of CBCAP total funding that supports evidence-based and evidence-informed child abuse prevention programs and practices.”

The purpose and legal authority for carrying out the Community-Based Grants for the Prevention of Child Abuse and Neglect are found in 42 USC 5116, Title II, Section 201 of CAPTA.

Following passage of the 1984 reauthorization, Montana’s legislature, like most states, passed legislation in 1985 that created the Children’s Trust Fund Program. Upon passage of the state legislation, Montana became eligible for federal funding that helps to support the trust fund program and activities. The trust fund is authorized in state statutes. The purpose of the trust fund is to support primary and secondary prevention programs designed to reduce and eliminate the incidences of child abuse and neglect.

The trust fund has a seven-member, volunteer board appointed by the Governor for three-year terms. The board meets on a quarterly basis and is actively involved in selecting and funding Family Resource Centers and Local, Innovative, Community-based Programs that provide family support and prevention services. The Board and its program are administratively attached to the Department of Public Health and Human Services, Child and Family Services Division. However, the Board is autonomous in that it makes all decisions regarding program policies and procedures, program design, recruitment, and financial management.

Montana’s Children’s Trust Fund is a leader and voice for child abuse and neglect prevention programs statewide. **The program’s target audience is at-risk families, primarily with children under age 5, who do not have an open CPS case.**

Historically, the trust fund has had two main sources of funding: 1) the Federal Community-Based Grant for the Prevention of Child Abuse and Neglect that averages \$200,000 annually; and 2) a State Special Revenue Account that is made up of fees generated by \$5.00 from each divorce filed in the state and contributions from the income tax check-off on the state income tax form. The state receives approximately \$35,000 annually from the State Special Revenue Account. The total state and federal revenue is approximately \$235,000 annually. The federal grant is the consistent cornerstone of funding as state funds tend to vary depending upon revenues.

The Children's Trust Fund Program has held an Annual Grantee Meeting each year, usually in the fall, since its inception. All programs must attend this mandatory site training in the fall and participate in a peer mentoring process and other training opportunities. Costs associated with this requirement will be paid by the Children's Trust Fund grant funds. Do not include this expense in your budget. **No more than 2 representatives from each site, directly associated with the funded activity, will receive reimbursement for their travel to the meeting. This is a mandatory meeting and nonattendance by a program will be reason for termination of the contract.**

CONTENTS AND FORMAT OF GRANT PROPOSALS

Applicants must submit a proposal which contains all of the following elements arranged in the following order:

- 1) **Letter of Transmittal:** A **one-page** letter of transmittal shall be originally typed on the letterhead of the submitting organization and signed by the Executive Director. The letter shall include the amount of the grant award being sought, a very brief overview of organization's experience, **how many years funded by the CTF**, statement of need, and proposed evidenced-based or evidence-informed methods or practices. Please include an e-mail address in the letter of transmittal.
- 2) **Title Page:** The Title Page shall include: the title of the program; the name of the applicant submitting the proposal; the Employer Identification Number (EIN); the name of the organization to whom the proposal is being submitted; beginning and ending dates of the program; total funds requested; names, addresses, signatures of program director and/or officials approving submission; and the submission date of the proposal
- 3) **Abstract:** The Abstract shall not be more than 300 words and will present the essence of the proposal. A well-written Abstract summarizes each major section of the proposal and should be capable of speaking for the proposal if it is separated. The Abstract will appear on a page by itself and should be written after the proposal is completed.
- 4) **Table of Contents:** The Table of Contents shall identify the major sections and divisions of the proposal. The Table of Contents lists the titles of all major sections and subsections along with their beginning page numbers. Prepare the Table of Contents in outline form, conveying a sense of coherence, unity, clarity, and logical flow.
- 5) **Introduction:** This section introduces the reader to the problem, need, or issue to be addressed, and the approach or methodology of the program. The Introduction briefly shows the reader what is being proposed and why. An effective Introduction will orient the reader to what lies ahead in the proposal. Introductions are brief, no more than **one page** is necessary. The Introduction does not stand alone but becomes a part of the text of the proposal.

- 6) **Statement of Need:** The Statement of Need describes the problem and why it occurs, using appropriate statistical data. Please include your statistical data from **state fiscal year 2006, July 1, 2005 – June 30, 2006**. Data should include total numbers of children and families served during the program year. This section convinces the Board of the importance of the program, and the contributions the program has made in the community and surrounding area. This section leads logically to the program's goals and objectives and methods which flow from the need. The following questions should be addressed in this section:
- a) What is the problem? What are the separate elements or facets of the problem?
 - b) Where does the problem occur? (include demographics of the communities being served within the defined service area);
 - c) Who is affected by the problem?
 - d) What local resources exist to help address the problem, and what are the gaps between needs and available resources?
 - e) What is your organization's history of involvement with the problem, need or issues?
 - f) What will the consequences be if the need or problems are not addressed?
 - g) Programs applying for a continuation of funding would need to provide the numbers of children and families served during SFY 06 (July 1, 2005 – June 30, 2006). A narrative describing the children and families served is desirable. Please provide unduplicated counts.
 - h) Programs applying for the first year of a Children's Trust Fund Grant would need to provide the number of children and families served to date during this program year.
- 7) **Goals and Objectives:** Realistic and clearly-written program goals and objectives are essential in a high quality proposal. Program goals provide an orientation to the program's outcomes but are broad and rarely subject to direct measurement. They describe the desired outcomes of the program and should be related to community needs. Objectives, however, are specific, measurable statements of the outcomes to be expected from the program. Outline several specific, measurable indicators of how the goals will be attained.

Please include Public Awareness as one of the goals of the program and show through the objectives how the program intends to carry out public awareness activities at the community level to promote the Children's Trust Fund Program. Provide a description of the activities the program will coordinate or participate in for the promotion and observance of Child Abuse Prevention Month during April. Public information activities that focus on the healthy and positive development of parents and children and promotion of child abuse and neglect prevention activities can be included.

Goals and objectives shall be in an outline format:

Goal 1. _____

Objective 1A. _____

Objective 1B. _____

Goal 2. _____

Objective 2A. _____

Objective 2B. _____

- 8) **Methods:** The methods section shall fully describe how your program goals and objectives will be achieved and thus how the needs will be addressed. The methods section is one of the largest sections of the grant proposal and is organized into the following subsections:
- a. Introduction. This section shall briefly summarize the program's overall approach or procedures. Include evidenced-based and evidence-informed practices.
 - b. Program Activities. This section shall describe the program, implementation steps, phases of activities, and how they relate back to the goals and objectives. This section pulls together the goals and objectives with tasks and activities that will be implemented to achieve the objectives. Include activities on how your program will implement activities and training to enhance parent participation and leadership. Include a description of how parents will be involved in the planning, implementation and evaluation of funded programs and the network.
 - c. Best Practices. This section shall describe the program's activities, goals and objectives and show how they relate to family support best practices. This section shall also show how the goals, objectives and activities lead to best practice outcomes for children and families.
 - d. Cooperating Organizations. No single program or project can serve all the needs of a family. Programs benefit from fostering the development of a continuum of preventive services for children and families through State and community-based public and private partnerships. Please identify collaborative partners that are involved with this project. Identify the services offered by your collaborative partners. This section shall go into more detail about groups and organizations cooperating and/or collaborating with the program. This section shall provide more

information on how the program makes referrals into the community, the community's resources, and gaps in services.

- e. **Staffing and Administration.** Under staffing and administration, please describe the use of consultants, subcontractors, volunteers, parent leaders, and boards or advisory boards. **If consultants or contractors are going to be funded under this grant, a copy of the subcontract between the local organization and the contractor must be submitted to DPHHS before a final contract is signed.** This section concentrates on the plan for staffing and administering the program. Include reviews of the overall staffing for the program including positions, roles and responsibilities, levels of effort, use of consultants or subcontractors, staff coordination, and administration.
 - f. **Work Plan/Timetables.** Include a summary of the program tasks, logically sequenced with their associated beginning and ending dates, displayed in a chart, schedule, or diagram. The work plan or timetable is a useful tool for deciding whether proposed program activities can be completed within the time scheduled and are an essential device for demonstrating this to the Board. The program's work plan or timetable serves also as a program implementation and monitoring tool helpful for launching the program when it is funded and for ensuring its timely completion.
 - g. **Products/Outcomes.** This is a summary of the entire Methods Section. The summary provides an opportunity to delineate the products of your work and to emphasize the short-term and long-term results, both direct and indirect, expected from successful management of the program. This is an opportunity to indicate the benefits that will be realized by completing the program's activities and attaining the program's goals and objectives. It will also address the ultimate outcomes and benefits for clients and the community at large.
- 9) **Evaluation:** This section shall present a design and plan for assessing the extent to which the program goals and objectives are being accomplished. The evaluation serves as a guide for monitoring and modifying program activities. This section shall describe how the program will measure achievements of the objectives defined earlier in the goals and objectives section of the proposal. This section will address what data you intend to collect to verify that you are meeting the measurable objectives. Include a description of the number of the potential individuals and families served, noting and including if possible, families with children with disabilities, parents with disabilities, and the involvement of a diverse representation of families in the design, operation and evaluation of your program. **This information will be included in the Quarterly Narrative Reports.**

Programs will be expected to participate in the Peer Review Process as they are selected on an annual basis. Peer Review is a qualitative evaluation process required by federal law that enables programs to self-assess, i.e., "How Are We Doing?" A description of the results of the peer review process conducted with your program, if applicable, will need to be included in the final report.

Programs will be required to report data on the number of children served and number of families served on a quarterly basis via Quarterly Reports. A revised Quarterly Report form will be forthcoming.

- 10) **Qualifications of Program Staff:** This section shall provide sufficient information about the applicant's general background, relevant experience, and years of operation, qualifications, and training of key staff to provide the required services that convincingly demonstrate to the Board that the applicant is responsible and capable of completing the objectives. **This section shall refer to staff resumes and resumes of any subcontractor or consultant.** The names, addresses and phone numbers of two references shall be provided that can be contacted for additional information about the quality of services provided. **The references and resumes shall be located in the Appendix of the grant application.**
- 11) **Organizational Capability Statement:** Although the proposal may have references to the organization's capabilities, experience, and interest in the program, please include a separate statement that details: (1) the type of organization, how and when the organization began, organizational goals, how its services and philosophy have evolved, and how long the program has been funded by the trust fund; (2) the general experience and significant accomplishments of the organization; (3) organizational resources or strengths, qualifications; (4) a description of the organization's advisory board and/or other committee members, their qualifications and role in the organization (please place the list of names, addresses, phone numbers, etc. of the membership in the Appendix); (5) affiliations and/or coordination with other organizations; (6) structure for administration; (7) evidence of credibility such as professional accreditation, any awards, letters of support (please refer to these letters and place them in the Appendix); (8) **proof of incorporation or certified statement of government status, 501C-3, which shall be placed in the Appendix;** (9) verification of current Workers' Compensation coverage, which shall be placed in the Appendix; and (10) an organizational chart if the organization has one.
- 12) **Budget:** The budget section shall include a description of the proposed operating budget for the program. A line item budget form is made a part of the RFP as **ATTACHMENT 1.** In addition to the line item budget submitted on the form, a budget narrative, on a separate page, must accompany the table. The budget narrative shall explain each line item in detail. Parent Leadership is a possible line item in the budget, along with other program costs. Frequently, personnel are the largest expenditure. Costs must tie to personnel used to implement the project. How were salary rates determined? What is included in fringe benefits? What functions do budgeted employees perform? Time and attendance records must be maintained on site.

Travel and per diem must be explained showing all calculations for projected costs. Please make sure that all travel costs are directly related to the project activities. Updated in-state travel information is attached as **ATTACHMENT 2.**

- **Equipment is typically not funded by the Children's Trust Fund Program.**
- **Items costing less than \$250 may be considered consumable supplies and be budgeted as such.**
- **Rent is typically not covered by the Children's Trust Fund Program. If rent is a budget line item, please describe fully the rationale behind using these funds for rent. A request for rent to be covered in a budget will be evaluated on a case-by-case basis by the Board.**
- **If a subcontractor or consultants are used, the budget narrative must explain in detail how the personnel costs are calculated in direct association with activities performed. How were salary rates determined? What is included in fringe benefits, any? What functions will subcontractors or consultants perform?**
- **Be prepared to submit a subcontract along with your grant proposal outlining more detail about this section.**
- **MATCHING FUNDS.** The budget narrative should also include a section explaining the source and identity of matching funds.
- **New Local Innovation Programs.** Funding requests must not exceed \$15,000 for a one-year period, and must include a 5% hard cash **match** from local sources in year one. **The match is calculated as follows: \$15,000 divided by .95 = \$15,789.47 x .05 = \$ 789.47 as the hard cash amount required.**
- **Local Innovation Program Continuation.** Currently-funded CTF projects may apply for continuation funds. Funding requests must not exceed \$15,000 and must certify a 15% match in year two (2); year three (3) a 25% match, and year four (4) and subsequent years a 50% match. Matching funds can be a 50/50 combination of hard cash and in-kind contributions in the subsequent years of funding. Use the above cited formula taking into consideration the percentage match variable in the formula.
- **Family Resource Centers.** Year one must demonstrate a 10% a hard cash match, year two (2) a 20% match; year three (3) a 30% match. Matching funds can be a 50/50 combination of hard cash and in-kind contributions in the subsequent years of funding. **Family Resources Centers are funded for a maximum of three years (3).** Use the above formula taking into consideration the percentage match variable in the formula to determine your match.

If your program is funded as a Family Resource Center, and you are reapplying for year two (2) or three (3), you need not answer the RFP in whole. You must provide the following information to be awarded funding: a letter of transmittal; a title page; updated goals and objectives; program activities; workplan/timetable; evaluation and line item budget plus a narrative report.

Evaluation of Budgets: It is the intent of the Board to obtain the highest quality of services within reasonable budget line items. The Board's primary interest is the quality of the proposal as measured by the evaluation criteria and the desired outcomes.

Sustainability: Part of the rationale of the matching requirement is to ensure that programs are working towards sustainability of their programs. The Children's Trust Fund grants are designed to provide initial seed or start-up funds.

The budget section shall have a separate budget sheet that shows all revenues and expenses of the Applicant organization. A contract will not be signed until a total accounting of the organization's financial position is received by the Board.

Note: The cost of developing a response to this RFP is entirely the responsibility of the Applicant and shall not be reimbursed by the Board. **Federal funds cannot be used to supplement other funding presently being used for such services.**

ASSURANCES/CERTIFICATIONS

- 1) Federal regulations require that Applicants sign and return the following assurances with their proposal:
 - a. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
 - b. CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES CONTRACTORS (May 2003)
 - c. ASSURANCES - NON-CONSTRUCTION PROGRAMS, Federal Standard Form 424B
 - d. **Copies of the above Assurances/Certifications (a-c) are included as ATTACHMENTS 3-5 of the RFP.** Please make the signed Assurances a part of the grant proposal's Appendix.
- 2) **OMB Audit Requirement:** If your program falls under the OMB Audit Requirements, please submit a copy of your latest Audit Report, if applicable. By signing a contract with the department, you are giving your assurance that this requirement will be followed.

SELECTION PROCESS

Responses to the RFP must provide all of the required information in writing. The Children's Trust Fund Board reserves the right to:

- communicate or negotiate with one or more Applicants involved;
- request one or more Applicants to clarify their proposal or to supply any additional material deemed necessary to assist in consideration of the proposal;
- base selection of the most responsive proposals on factors not limited to the lowest bid, including staffing, the provider's history and experience in providing similar services, cost effectiveness, and other factors that contribute to the best interest of the program; and,
- reject any or all proposals received.

Questions and Answers. Oral questions will receive oral responses. They will neither be official nor will they become a part of the RFP. Applicants may not rely on oral responses alone.

All written questions must be addressed to Robin Suzor, Grant Manager for the Board, and received by April 20, 2007. They will receive an official response. Copies of responses will be distributed to all potential Applicants receiving the RFP. The names of those who submitted written questions will not be disclosed.

Availability of Proposals: No comparative analysis or other information with respect to the proposals received will be available. However, all proposals will be available for inspection in the state office of the Department of Public Health and Human Services, Child and Family Services Division, during regular business hours after programs selected under this RFP have been awarded.

CHILDREN'S TRUST FUND BOARD EVALUATION PROCESS

The CTF Board makes the final determination. Their determination is based on the quality of the application; an assessment of the need for the project; whether the project is responsive to the RFP, the applicant's history with other projects; the likelihood of success, and other factors the Board deems necessary. Proposals should be based on evidence-based or evidence-informed research and best practices. Research citations should be provided.

Board members will separate proposals into "responsive" and "non-responsive" documents. Non-responsive proposals will be eliminated from further consideration. Board members will evaluate the remaining proposals and score them based upon the Board's assessment of the quality and validity of the responses to the RFP requirements. Selection and awards will be based on the Applicant's proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by Applicants outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

Each proposal will be read by the Montana Children's Trust Fund Board members. The Board members will assign points to each section of the proposal in accordance with the extent to which they feel the section meets the criteria requested in the RFP and to which each section satisfies the needs of the board for each category. The committee may assign any number of points, up to the maximum of 200 **points**.

- 1) **Evaluation Criteria.** CTF Board members will review and evaluate the offers according to the following criteria:

SECTIONS	MAXIMUM POINTS
(1) Letter of Transmittal, Title Page, Abstract	5
(2) Introduction	5
(3) Statement of Need	15
(4) Goals and Objectives	25
(5) Methods	50
(6) Evaluation	20
(7) Qualifications	20
(8) Organizational Capabilities	25
(9) Budget	20
(10) Narrative and Compliance with the RFP	15
TOTAL MAXIMUM POINTS	<u>200</u>

AWARDING OF THE CONTRACT

Upon review of and concurrence with the evaluations and recommendations, the Board will select the most appropriate proposals and direct the Department of Public Health and Human Services (DPHHS) Contracting Officer to develop a contract to be signed by the Chair of the Children's Trust Fund Board and the successful Applicant.

Renewals of the contract, by mutual agreement of both parties, may be made at one (1)-year intervals, or any interval that is advantageous to the Board, not to exceed a total of three (3) years, at the option of the Board.

- 1) **Process.** The DPHHS Contract Officer will write and approve through appropriate channels a formal contract. After Board approval, contracts will be mailed to the successful applicants to sign and return to the DPHHS Contracting Officer. Prior to official execution of the contract, no contract or award shall be assumed or announced.

An Applicant invited to negotiate or having signed the contract before approval, shall not commence work or commit funds, incur costs, or in any way act to obligate the Applicant or the Board, as if the Applicant were the contractor. All such efforts, costs, and other expenses incurred by an Applicant prior to the

announcement of the contract award by the Board shall be entirely at the Applicant's expense and shall not be counted as performance or invoiced under any subsequently executed contract.

- 2) **Workers' Compensation/Independent Contractors Exemption.** The successful Applicant is required to supply the Board with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the State of Montana and its political subdivisions (Ref. 39-71-401 and 39-71-405 MCA). The proof of insurance/exemption must be valid for the entire contract period and must be received by the board within ten (10) working days of the issuance of a Notice of Award.

CONTRACTS WILL NOT BE ISSUED TO SUCCESSFUL APPLICANTS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN A 30-DAY TIMEFRAME.

Coverage may be provided through a private carrier or through the State Compensation Mutual Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor, Employment Relations Division (406) 444-7734.

- 3) **Expectations.** The Board will enter into a "Purchase of Service Contract" with the successful Applicant by July 1, 2007. A model "Purchase of Service Contract" is included with the RFP as **ATTACHMENT 6. THE MODEL "PURCHASE OF SERVICE CONTRACT" MAY BE MODIFIED FOR SFY08 PROGRAMMING.**
 - a. Successful applicants will be expected to keep the Board's designee, to be determined at a later date, and the DPHHS Grant Manager informed about contract performance issues, problems and questions throughout the duration of the program. The Board's designee, to be determined at a later date and the DPHHS Grant Manager will consult, meet, communicate, and provide assistance to the program directors as needed.
 - b. Successful applicants shall submit monthly or quarterly Contractor Financial Reports (DPHHS-DFS/CTF-001), or another designated departmental form, showing statements of expenditures and cash accountability. The CTF-001 Invoices shall be submitted on or near the last day of each month or quarter. Billing in advance of services' provided is not prohibited but will be examined and questioned. In special cases, if a cash advance is needed it will be negotiated between the Board and the DPHHS Grant Manager. **A set of CTF-001 invoices will be mailed along with the signed and completed contract.**
 - c. A final statement of costs must be submitted within 30 days of the expiration or termination of the contract.

- 4) **Quarterly Reports.** Successful applicants will be expected to submit a **Quarterly Narrative Report** to the DPHHS Grant Manager. Quarterly Reports are another qualitative evaluation component of a program. It is an opportunity to share the progress and accomplishments of a program throughout the program year.

A new Quarterly Report form will be forthcoming and will include the new federal reporting requirements.

Quarterly Reports are **due 30 days** following the end of each quarter. **Failure to submit Quarterly Reports may result in a delay of payments to the Grantee until such report is received by the DPHHS Grant Manager.**

The DPHHS Grant Manager will be responsible for monitoring the contracts and programs via review of financial reports, quarterly narrative reports, site visits, and other communications from programs.

- 5) **Subcontracting.** Before the final contract is approved and signed, a signed copy of any Subcontract must be forwarded to the DPHHS Contract Officer to be incorporated into the final contract between the Board and the successful Applicant.
- 6) **Insurance.** Please forward any proof of insurance coverage or a section of your policy and procedures that deals with insurance coverage. It is not the intent of the RFP to ask for Insurance Policies, only proof, certifications or a Deck Sheet that shows the type of coverage
- 7) **Format.** The narrative section of the proposal will be no longer than 12 pages and will include Sections 5 - 12. Please use 12 pt fonts. No binders shall be used as sections of the grant application are incorporated and become a part of the contract file. The Board expects all applications to be well organized and to follow the outline of the RFP.

SUBMISSION INSTRUCTIONS

PROPOSALS MUST BE POSTMARKED AND MAILED VIA CERTIFIED MAIL OR HAND-DELIVERED AND RECEIPTED NO LATER THAN 5:00 p.m., FRIDAY, MAY 04, 2007. Please clearly identify RFP/GRANT FOR MONTANA CHILDREN'S TRUST FUND on your envelope or package.

Please mail or deliver proposals to the CBCAP GRANT MANAGER:

Robin Suzor, Program Officer
Department of Public Health and Human Services
Child and Family Services Division
1400 Broadway, PO Box 8005
Helena, MT 59604-8005

APPENDIX

Please check to see if the following documents are attached and made a part of the grant application's Appendix:

Assurances

Letters of Support

Resumes/biographical data

References, at least 2

Public Awareness Materials

Legal and Administrative Documentation (Certification of Nonprofit Status, Organizational Charts, Policy Documents, Audited Financial Statements, Evaluation Forms, etc.)

Proof of Insurance

ATTACHMENTS

The following documents are attached to the RFP:

1. Line Item Budget Format
2. In-state Travel Information
3. Certification Regarding Environmental Tobacco Smoke
4. Certification of Compliance with Certain Requirements for DPHHS Services Contracts
5. Assurances - Non-Construction Programs
6. Sample of Purchase of Services Contract

SCHEDULE OF EVENTS

EVENT DATE

RFP Released

March 30, 2007

Deadline for Receipt of Written Inquiries

April 20, 2007

Proposal Due Date

May 04, 2007

Award Letters to Successful Applicants

June 8, 2007

Intended Date for Contract Execution

July 1, 2007

BUDGET FORMAT

	A	B	C	D A+B+C
CATEGORY	CTF GRANT FUNDING	HARD CASH MATCH	IN-KIND MATCH	TOTALS
Personnel				
Space/Rental	Typically not funded by CTF/case-by- case basis		May appear in this category	
Telephone				
Postage				
Consumable Supplies				
Printing				
Travel				
Other Costs/Describe				
TOTAL				

Please create a table similar to the one above to prepare your line item budget. A separate page should be provided for the budget narrative describing in detail each category of expenditure covered by the CTF and match. The source and identity of the hard cash match and/or in-kind match if applicable must be explained in the budget narrative.

#0710031SR
ATTACHMENT 2

Travel Policy for the State of Montana

[www.doa.mt.gov/doatravel/pdfs/travel policy.](http://www.doa.mt.gov/doatravel/pdfs/travel_policy.)

**CERTIFICATION REGARDING
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Certification the Applicant, Grantee or Contractor certifies that it will comply with the requirements of the Act. The Applicant, Grantee or Contractor further agrees that it will require that the language of this Certification be included, without modification, in any sub awards which contain provisions for children's services and that all Sub grantees shall certify accordingly.

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

**CERTIFICATION OF COMPLIANCE WITH CERTAIN
REQUIREMENTS FOR DEPARTMENT OF PUBLIC
HEALTH & HUMAN SERVICES CONTRACTORS
(MAY 2003)**

The Contractor, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
- D. That the Contractor is in compliance with all of the privacy, electronic transmission, coding and other requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
- E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serves youth under the age of 18. This is not applicable to sites funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.
- G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.

- H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
- J. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- K. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- L. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "**ASSURANCES - NON-CONSTRUCTION PROGRAMS**", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification. This form, along with OMB Standard Form 424B, is to be provided with original signature to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent purchase and contract files.

ASSURANCE

Title II of the Child Abuse Prevention and Treatment Act (CAPTA), Sec. 201, sets forth the purpose and authority for the Community-Based Grants for the Prevention of Child Abuse and Neglect. Under this authority, states shall “develop, operate, expand and enhance community-based, prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and/or neglect (through networks where appropriate) that are accessible, effective, culturally appropriate, and build on existing strengths.” ...

Local programs funded under this authority shall use funds for primary and secondary prevention programs and activities only. Families who have been referred to Child and Family Services, who do not have an open or ongoing case, may be served by this funding. Cases where CPS wants to provide prevention services to families that are being investigated but will likely remain intact would also be eligible for services under this authority. These are families that are considered extremely vulnerable or at-risk for abuse and/or neglect of their children.

Families who have an open and ongoing CPS case are not eligible for activities or services under this authority, as intervention has already taken place.

By signing and submitting this Assurance to the Child and Family Services Division, the contractor is assuring that it will comply with the requirements stated in Title II of CAPTA. Further, the contractor is assuring that no funds allocated from the CBCAB Grant will be spent on ineligible families.

CONTRACTOR: _____

BY: _____ TITLE: _____

DATE: _____

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

Address

Phone Number

Federal I. D. Number

**MONTANA CHILDREN'S TRUST FUND BOARD
PREVENTION OF CHILD ABUSE AND NEGLECT
CONTRACT NUMBER: *insert contract number***

This contract is entered into by and between the Montana Children's Trust Fund Board, P. O. Box 8005, Helena, Montana, 59604-8005, (406)444-5903 (hereinafter referred to as the "Board") and *insert contractor name, address, phone number and federal tax ID number*. (hereinafter referred to as the "Contractor").

I. EFFECTIVE DATE AND DURATION

The Contractor shall commence performance of this contract on *insert start date*, and shall complete performance to the satisfaction of the Board no later than *insert end date* unless terminated earlier in accordance with the terms of this contract in section XII Termination and pursuant to section 18-4-313, Mont. Code Ann.

The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Board such final reports as are required under this contract and are satisfactory in form and content as determined by the Board. See Section XIV Reporting Requirements.

II. PURPOSE AND SERVICES TO BE PROVIDED

The Contractor agrees to provide services that will prevent abuse and neglect of Montana's children. Refer to attachment "A" of this contract for details on the services to be provided. Attachment "A" is incorporated into this contract by this reference.

The Contractor understands and agrees that the Contractor's program director or their designated representative will attend the annual grantee training in its entirety.

III. CONSIDERATION

In consideration of the services to be provided under this contract, the Board agrees to pay the Contractor up to the maximum total sum of *\$insert dollar amount*, payable in one to twelve installments within 30 days of the Department receiving a correct, complete invoice:

- A. Invoices will be submitted on the DPHHS-DFS/CTF-001 billing form provided by the Board.
- B. The parties agree that the Contractor's billing shall be subject to audit and adjustment as the Board, in its discretion, determines to be necessary both before and after the Board makes payment of any amount under this agreement.

- C. The Contractor must submit the final billing for this contract within thirty (30) days after the expiration or termination of this contract.
- D. The Contractor agrees to abide by the budget it has established and submitted as part of its project application, which is attached hereto and incorporated herein as Attachment "B". The funds shall be used as outlined in the budget, and the Contractor agrees that reallocation of funds from one budget category to another shall not equal or exceed ten percent (10%) of the amount of the budget category or \$2,500.00, whichever is lower. In the event that the Contractor adjusts any budget line item ten percent (10%) or more, a budget amendment shall be required. The budget categories are 1) personnel; 2) consultant; 3) telephone; 4) postage; 5) consumable supplies; 6) printing; 7) travel; 8) other. The funds to be paid by the Board under this agreement shall be used for these budget categories.
- E. The Contractor agrees that, in the event the Contractor receives an erroneous or improper payment under this contract, the Board shall be entitled to recover such payment according to any of the following methods which the Board determines, in its discretion, to be appropriate:
1. Repayment within sixty (60) days of written demand;
 2. Set off against future payments owed by the Board to the Contractor;
 3. Any other means provided by law or this contract.
- F. The Contractor must notify the Board immediately if the Contractor believes it has received an overpayment or other erroneous or improper payment and shall promptly return the full amount of the payment to the Board.
- G. The Board may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

IV. DUPLICATION OF COST

The Contractor represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or any other source.

V. AVAILABILITY OF GOVERNMENT FUNDS

The parties agree that if anticipated government funds are reduced or become unavailable at any time during the term of this contract, the Board is not obligated to continue performance of this contract beyond the date the government funds are reduced or become unavailable.

VI. PROPERTY RECORDS, MANAGEMENT AND DISPOSITION

The Contractor agrees to maintain property records for all materials purchased with funds received under this contract which exceeds \$1,000.00 unit in acquisition costs. The records should include: a description of the equipment; a manufacturer's serial number or other identification number; the acquisition data and original cost; the present location, use and condition of the equipment; and the percentage of Board funds used in the acquisition of the property. The property records must also reflect the final disposition of such materials and the Board's approval of such disposition. The property records must be confirmed through a physical inventory at the end of the contract period. The Board retains the right to determine the ultimate disposition of any property purchased with funds received under this contract which exceeds \$1,000.00 in unit acquisition costs.

VII. FINANCIAL RECORDS AND ACCESS TO AND RETENTION OF RECORDS

The Contractor agrees to the following conditions in its performance under this contract:

- A. The Contractor shall not pay more than reasonable market value for goods purchased under this contract.
- B. Any unspent or unobligated funds will be returned to the Board no later than ninety (90) days from the completion date of the contract.
- C. Accounting for funds awarded by this contract:
 - 1. Funds awarded under this contract shall be accounted for separately from monies for any other service program and from any other source.
 - 2. All disbursements must be supported by appropriate original documentation such as an invoice or receipt.
 - 3. Accounting records must be supported by documentation such as paid bills, invoices, payroll journals and other documents as may be necessary.
- D. All program service, administrative, financial, client or other records relating to the performance of this agreement shall be retained by the Contractor for at least three (3) full federal fiscal years following the contract completion date. HIPAA requirements in Section XIX of this contract, CONFIDENTIALITY AND HIPAA REQUIREMENTS, may supersede this provision regarding protected client information.
- E. The United States Department of Health and Human Services, the State of Montana, the Montana Legislative Auditor, the Board, or any of their duly authorized agents or representatives shall have the right of access to any books, documents, papers and records of the Contractor which are pertinent to the services provided under this agreement or any amendment thereto in order to make audit examination, excerpts and transcripts. The United States Department of Health and Human Services, the State of Montana, the Montana Legislative Auditor, the Board, or any of their duly authorized agents or representatives shall,

- until the expiration of three (3) full federal fiscal years from the completion date, have the right to review those books, records, documents, papers and other supporting data which involve transactions related to this grant or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.
- F. The Contractor must comply with the accounting and audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of OMB Circular A-122, "Cost Principles for Non-Profit Institutions" concerning the use of the funds provided under this contract.

VIII. PUBLICITY AND OWNERSHIP AND PUBLICATION OF MATERIALS

- A. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this contract, prepared and released by the Contractor, must include the statement:
- "This project is funded (in part) under a contract with the Montana Children's Trust Fund Board. The statements herein do not necessarily reflect the opinion of the Board."
- B. As provided in Section 507 of H.R. 3424, appropriating monies from the Departments of Labor, Health and Human Services and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, all statements, press releases and other documents or media pieces made available to the public describing the services provided through this contract, funded in part or in whole with federally appropriated monies received through the programs of the federal Department of Health and Human Services, Education or Labor must state the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with non-governmental monies.
- C. All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this contract must be reviewed and approved by the Board prior to use, publication or release.
- D. The Board, the Montana State Department of Public Health and Human Services and the U.S. Department of Health and Human Services shall have a royalty free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, for Board purposes, any material developed under this contract. All data, diagrams, drafts and any other type of printed material developed under this agreement are the property of the Board.

IX. COMPLIANCE WITH LABOR LAWS

- A. The Contractor assures the Board that the Contractor is an independent contractor providing services for the Board and that neither the Contractor nor any of the Contractor's employees are employees of the Board under the contract or any subsequent amendment.
- B. The Contractor must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease and any similar or related statutorily required insurance program. The Contractor must provide the Board with proof of necessary insurance coverage.
- C. If the Contractor has received, for workers' compensation purposes, an independent contractor exemption, the Contractor must provide the Board with a copy of the exemption.
- D. The Contractor is solely responsible for and must meet all labor, health, safety and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor and any persons providing services on behalf of the Contractor under the contract.
- E. The provision of the contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, cost, attorney fees, losses or suits occurring or resulting from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under the contract is an employee of the Board.

X. MODIFICATION

This contract may not be enlarged, modified or altered except by written amendment. This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party that are not contained in this contract shall be valid or binding.

XI. INDEMNIFICATION

- A. The Contractor must indemnify, defend, and hold harmless the Board, its officials, agents and employees from any breach of the contract by the Contractor, from any matters arising from the performance of the contract, or from the Contractor's failure to comply with any federal, state and local laws, regulations and ordinances applicable to the services or work to be provided under the contract.
- B. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Contractor, its employees, agents, subcontractors or

assignees and any other person, firm or corporation performing work, services or providing materials under the contract.

XII. TERMINATION

- A. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective date of cancellation or termination.
- B. If the Contractor fails to provide services called for by the contract, or to provide such services within the time specified herein or any extension thereof, the Board may, by written notice of default to the Contractor, immediately terminate the whole or any part of this contract.
- C. The Board may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this contract upon written notice to the Contractor.

XIII. CIVIL RIGHTS

- A. Federal and State Authorities
The Contractor must comply with the Montana Human Rights Act (49-2-101, et seq., Mont. Code Ann.), Governmental Code of Fair Practices (49-3-101, et seq., Mont. Code Ann.), the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).
- B. Discrimination

The Contractor, as provided at Section 49-3-207, Mont. Code Ann., may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.
- C. Employment

The Contractor, as provided at Section 49-3-207, Mont. Code Ann., must hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

The Contractor, in accordance with Federal Executive Orders 11246 and 11375 and 41 CFR Part 60 must provide for equal employment opportunities in its employment practices.

XIV. REPORTING REQUIREMENTS

- A. The Contractor agrees to prepare a Quarterly Narrative Report due on the dates specified in paragraph B of this section. An Annual Report is due no later than July 31 or 30 days following the close of the program year (June 30). Reports will comply with the format developed by the Board..
- B. No later than 30 days following the close of each quarter: September 31; December 31; March 31 and June 30, the Contractor will submit demographic data on clients served via the statistical logs, by mail to: Bette Hall at the address in paragraph C of this section, or to a designee and to an address to be determined by the Board at a later date. The Contractor will also condense the data into a reporting format to be included in the Quarterly and Annual Reports.
- C. The Contractor agrees to comply with all requirements of the Peer Review Process conducted annually. The final reports will be due to Bette Hall, DPHHS, Child and Family Services Division, P.O. Box 8005, Helena, Montana, 59604-8005, or to a designee and to an address to be determined by the Board at a later date, on a date to be agreed upon by the parties to the contract.

XV. POLITICAL ACTIVITIES

The Contractor agrees that expenditure of funds under the terms and conditions set forth in this contract shall not be used:

- A. For political activities by the Contractor and/or employees or representatives of the Contractor;
- B. For any activities by the Contractor and/or employees or representatives of the Contractor to provide voters and prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity;

The Contractor shall cooperate with any investigation undertaken regarding the expenditure of funds for political activities.

XVI. LIAISONS

Insert Department liaison and phone number for the Trust Fund Boart, (406)XXX-XXX, will be the liaison for the Board for program and financial matters.

Insert Contractor liaison and phone number, (406)XXX-XXXX, will be the liaison for the Contractor.

These representatives of the parties will be the first contact regarding any questions and problems which arise in implementing this contract.

XVII. SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XVIII. NOTICE

Any notices under this agreement must be in writing and submitted to the parties hereto.

XIX. CONFIDENTIALITY AND HIPAA REQUIREMENTS

- A. The Contractor must, during and after the term of this contract, protect confidential consumer and recipient information obtained and used in the performance of contractual duties and responsibilities under this contract in accordance with applicable legal and policy authorities.
- B. All material and information containing consumer and recipient personal information provided to the Contractor by the Department or the Board or acquired by the Contractor on behalf of the Department or the Board, whether verbal, written, magnetic media, or in other forms, is to be regarded as confidential information and may only be used or disseminated by the Contractor, its subcontractors or agents for the purposes allowed for under this contract and any governing legal and policy authorities.
- C. The Contractor, in relation to individually identifiable health information, must comply with the privacy requirement of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing that requirement at 45 CFR Part 160 and Subparts A and E of Part 164 as they may be applicable to the Contractor and the services provided through this contract. Attachments "C" and "D" to this contract, incorporated into this contract by this reference, provide information as to where the Contractor may access the relevant HIPAA legal authorities and the interpretative direction provided by the federal government. The Department of Public Health and Human Services (Department) Certification Form, signed by the Contractor, provides for the Contractor's certification of its determination as to whether it is legally subject to the HIPAA privacy requirements and, if subject to HIPAA, certification of its determination that it is fully in compliance with HIPAA.
- D. The Contractor must notify the Department and the Board in writing within 5 work days in the event that 1) a complaint is lodged with the Office of Civil Rights of the Department of Health and Human Services alleging that the Contractor is not in compliance with HIPAA, 2) the Office of Civil Rights of the Department of Health and Human Services determines that the Contractor is not in compliance with HIPAA, or 3) an administrative action or litigation is initiated against the Contractor based on any legal authority pertaining to the protection of

confidential information. The Contractor must provide with any notice, a copy of the relevant administrative complaint, determination or legal complaint.

- E. Failure of the Contractor to be in compliance with this provision, the Department's policies protecting confidential information, or federal and state legal authorities, inclusive of HIPAA, governing the protection of confidential information, is cause for termination of this contract by the Board.

XX. VENUE AND JURISDICTION

The parties agree that this contract shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising under this contract, pursuant to Mont. Code Ann., Section 18-1-401, jurisdiction is in State District Court and proper venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

XXI. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the Board. The Contractor further agrees not to assign or transfer any work contemplated under this contract without prior written approval by the Board.
- B. All subcontracts for services provided under this contract shall incorporate the provisions of this contract and the laws, rules and regulations governing this contract. The Contractor shall:
 - 1. Bear full responsibility for performance under all subcontracts;
 - 2. Forward signed copies of all subcontracts to the Board; and
 - 3. Retain signed copies of all subcontracts.

XXII. FEDERAL REQUIREMENTS

- A. Generally
 - 1. The Contractor, in addition to the federal requirements specified in this contract and any attachments to this contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS (MAY 2003)". Copies of the forms are available from the Department. Those assurance documents

must be signed by the Contractor and submitted to the Department prior to or at the signing of this contract.

2. The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances.

B. Political and Lobbying Activities

1. Federal monies received by the Contractor under the terms of this contract may not be used for any political activities by the Contractor, its employees or agents except as expressly permitted by state and federal law.
2. As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
3. If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL".
4. Federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, as provided in Section 503 of the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1997, as enacted by the Omnibus Consolidated Appropriations Act, 1997, Division A, Title I, Sections 101(e), Pub. L. No. 104-208, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:
 - a. To fund publicity or propaganda, or for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except in presentation to the U.S. Congress or a state or local legislative body, other than for normal and recognized executive-legislative relationships.
 - b. To pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.

5. The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.
6. The Contractor must ensure the compliance of any subcontractors with these restrictions and any related reporting requirements.

C. Federal Debarment Prohibition

1. The Department, in accordance with The Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, is prohibited from contracting with any entity that is debarred, suspended, or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the entity's obligations under its contract with the Board if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies.
2. If the Board or the Department finds that the Contractor is not in compliance with subsection (1), the Board or the Department;
 - a. Must notify the federal government;
 - b. May continue this contract unless the Secretary of the federal Department of Health and Human Services directs otherwise; and
 - c. May only renew or otherwise extend the duration of the existing contract with the Contractor if the federal government provides to the Board, the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this contract.

XXIII. MANDATORY REPORTING

The Contractor agrees to maintain policy notifying all of the Contractor's employees that when they know or have reasonable cause to suspect that a child is abused or neglected, the employee is personally required to report the matter promptly to the Department of Public Health and Human Services, Child and Family Services Division pursuant to Mont. Code Ann., Section 41-3-201. The policy will instruct employees to report child abuse and neglect allegations to the Department's Central Intake Bureau, toll-free number 1-866-820-5437.

The Contractor agrees to notify each current employee prior to the beginning of this contract, notify newly hired employees within the first week of employment, and document each notification with the dated signature of the employee.

XXIV. EXECUTION

- A. This agreement consists of 13 pages and attachments. The original will be retained by the Montana Department of Public Health and Human Services, Child and Family Services Division, on behalf of the Board. A copy of the original has the same force and effect for all purposes as the original.
- B. To express the parties' intent to be bound by the terms of this contract, they have executed this document on the dates set out below:

MONTANA CHILDREN'S TRUST FUND BOARD

Betty Hidalgo

Date

STATEMENT OF ACCEPTANCE

As the duly authorized representative of the Contractor, I hereby signify acceptance of the above described grant in the terms and conditions set forth above.

Insert Contractor Name

By: _____

Date

Title: